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Attorneys for Plaintiff  
Hasbro Studios LLC

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

HASBRO STUDIOS LLC, a  
Delaware limited liability company, )

Plaintiff, )

vs. )

A PARENT MEDIA CO. INC., a  
foreign corporation, )

Defendant. )

CASE NO.

**COMPLAINT FOR BREACH OF  
CONTRACT**

**DEMAND FOR JURY TRIAL**

The plaintiff, Hasbro Studios LLC (“Hasbro”), brings this action against the defendant, A Parent Media Co. Inc. (“APMC”), and alleges as follows:

**PARTIES**

1. Hasbro is a Delaware limited liability company with principal places of business in Burbank, California and Pawtucket, Rhode Island.

2. On information and belief, APMC is a corporation organized and existing under the laws of the Province of Alberta, Canada with its principal place of business in Calgary, Alberta, Canada.

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9. Pursuant to Section 3 of the License Agreement, APMC's use of the Licensed Titles was subject to APMC's agreement to pay Hasbro license fees in accordance with the fee table and schedule set forth therein.

10. Pursuant to Amendment No. 3 of the License Agreement, APMC agreed to pay Hasbro license fees in accordance with the following schedule:

Due Date	Payment Due
December 18, 2013	\$100,000.00
December 31, 2013	\$900,000.00
June 30, 2014	\$1,165,907.00
December 31, 2014	\$1,165,907.00
June 30, 2015	\$1,165,909.00
<b>TOTAL</b>	<b>\$4,497,723.00</b>

11. Upon information and belief, APMC made the Licensed Titles available to its subscription users on Kidoodle.tv during the term of the License Agreement.

12. The License Agreement expired by its terms on December 31, 2015.

#### **APMC's Nonpayment of License Fees**

13. Despite the fee schedule set forth in the License Agreement, to date, APMC has only paid Hasbro a total of \$1,000,000 in license fees. As such, APMC has failed to pay \$3,497,723.00 in license fees owed to it under the License Agreement.

14. In a good faith effort to resolve their dispute, on December 23, 2015, Hasbro sent a letter to APMC notifying it of the non-payment and demanding payment in full within thirty days. APMC has since failed to make any additional payment to Hasbro.

**FIRST CAUSE OF ACTION**

**(Breach of Contract)**

15. Hasbro repeats and restates its answers to paragraphs 1 through 14 as if set forth fully herein.

16. The License Agreement is a valid and enforceable contract between Hasbro and APMC.

17. Hasbro has performed all obligations to be performed under the License Agreement.

18. APMC breached the License Agreement by, among other things, failing to pay Hasbro license fees at the time they were due or at any time thereafter.

19. As a direct and proximate result of APMC's breach of its obligations under the License Agreement, Hasbro has been damaged in the amount of \$3,497,723, plus interest and incidental and consequential damages in an amount to be determined at trial.

**PRAYER FOR RELIEF**

WHEREFORE, Hasbro respectfully requests that the Court enter judgment for Hasbro and against APMC, and:

a. Award Hasbro compensatory damages as a result of APMC's conduct alleged herein;

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1                   b.     Grant Hasbro such other and further relief as the Court deems  
2     just and proper.

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4     Dated: April 6, 2016

Respectfully submitted,

5                   HOLLAND & KNIGHT LLP

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8                   By: /s/ Vito A. Costanzo  
                                Vito A. Costanzo

9                   Attorneys for Plaintiff  
10                  HASBRO STUDIOS LLC

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12  
13                   **DEMAND FOR JURY TRIAL**

14                  Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Hasbro  
15     respectfully demands a trial by jury on all issues so triable.

16  
17     DATED: April 6, 2016

Respectfully submitted,

18                   HOLLAND & KNIGHT LLP

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21                  By: /s/ Vito A. Costanzo  
22                                  Vito A. Costanzo

23                  Attorneys for Plaintiff  
24                  HASBRO STUDIOS LLC

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